



CITY OF POMONA COUNCIL REPORT

September 17, 2007

No. 07-370

To: Honorable Mayor and Members of the City Council

From: Douglas Dunlap, City Manager

Submitted By: Joseph V. Romero, Chief of Police *JVR*

Subject: **Approval of an Instructional Service Agreement with the Rio Hondo Community College District**

SUMMARY

Recommendation – That the City Council:

- 1) Approve an instructional service agreement with the Rio Hondo Community College District; and,
- 2) Authorize the City Manager, or his designee, to execute the agreement on behalf of the City in substantially the form submitted.

Fiscal Impact – This item involves cost recovery for existing Police Department training expenses and therefore will result in a positive fiscal impact that produces additional revenue to the City's General Fund. Although the exact amount to be recovered is not fully known, it is estimated that approximately \$15,000 to \$50,000 in cost recovery revenue may be generated annually. This estimate is based on Rio Hondo Community College's reimbursement formula, which is calculated on per-student attendance for each in-house training class conducted.

Public Noticing Requirements – None.

Previous Related Action – None.

Council Goals and Objectives – The new agreement meets the objectives of the City Council's Core Strategy #VI: "Develop mutually beneficial relationships with external organizations."

BACKGROUND

The Police Department's Training Bureau conducts training courses for full-time Police Department employees, which are certified through the State of California's Commission on Peace Officer Standards and Training (POST) standards. These courses are also approved as part of the Rio Hondo Community College District's curriculum, as meeting the requirement under the State of California's Education Code Section 8092, Title 5, and having been approved by the Rio Hondo Community College District's Board of Trustees.

DISCUSSION

Over the course of the last several years, one of the goals of the Training Bureau has been to reduce POST training costs by limiting reliance on outside agencies to provide POST certified training for Police Department personnel. As a result of these efforts, the Training Bureau has been able to obtain POST certification for a large portion of POST training courses. An additional benefit that has also resulted is that Pomona Police Department personnel who receive in-house POST certified training are also eligible to receive college credit for courses that meet the curriculum requirements of Rio Hondo Community College. This not only benefits the Police Department employee that receives the college credit, but also Rio Hondo Community College, which receives State funds based upon training course per student enrollment.

Through recent negotiations, the Pomona Police Department and Rio Hondo Community College have formalized a proposed agreement that is mutually beneficial to both parties. Specifically, this agreement will provide compensation to the Police Department for conducting specific State certified POST courses, which police personnel are required to attend and for which they will receive college course credits. According to this agreement, police personnel who are eligible to receive Rio Hondo Community College course credit for required POST training courses conducted by the Pomona Police Department Training Bureau, will be enrolled as Rio Hondo Community College students for the course. As such, Rio Hondo Community College will be eligible to receive funding on a per student basis for each Pomona Police Department enrolled student. Accordingly, for each student enrolled in the course, the Rio Hondo Community College District will split credit and/or non-credit apportionment revenue received for this program from the State whereby 30% will go the Police Department and 70% will go to the Rio Hondo Community College District. The apportionment revenue is the standard by which other participating police agencies receive funding pursuant to their agreements with Rio Hondo Community College District, including the Beverly Hills Police Department, the Monrovia Police Department, and the Monterey Park Police Department.

Even though the Police Department will not receive full reimbursement for each in-house training class it conducts, it will provide a new source of revenue for the City's General Fund not previously available. Moreover, entering into an agreement with the Rio Hondo Community College District will provide full-time Police Department employees an opportunity to achieve higher levels of community service through continual training.

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve an instructional service agreement with the Rio Hondo Community College District;
and,
- 2) Authorize the City Manager, or his designee, to execute the agreement on behalf of the City in
substantially the form submitted.

Attachment: Rio Hondo Community College Instructional Service Agreement



Rio Hondo Community College
3600 Workman Mill Road
Whittier, CA 90601

Instructional Service Agreement

This Agreement, made and entered Between the **Rio Hondo Community College District**, hereinafter referred to as the "District", and the **City of Pomona – Police Department** hereinafter referred to as the "City";

WITNESSETH:

Article I – Recitals

Whereas, the District will provide vocational education programs, for selected eligible students of the District, including **City of Pomona – Police Department** employees, through this Agreement. The District has the authority under education code Section 70902 to establish and maintain education and service., Therefore, pursuant to California Education Code Section 8092, Title 5, California Code of Regulations 55600, et seq., the State Plan for Vocational Education, and the Federal Vocational and Applied Technology Education Act, the Rio Hondo Community College District Board of Trustees has determined, by resolution, the appropriateness of offering vocational education programs by contract. The specific courses of this instruction shall be mutually agreed upon, in writing, prior to the beginning of each academic year and shall be filed with this agreement; and

Whereas, in accordance with Education Code Section 78015, the Board of Trustees of the Rio Hondo Community College District, prior to establishing a vocational or occupational training program has conducted a job market study of the labor market area and determined that the results justify this program; and

Whereas, it is mutually agreed that both the City and the District will insure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, Placement Assistance); and

Whereas, the District does hereby certify that it does not receive full compensation for the direct education costs of the course(s) from any public or private agency, individual or group; and

Whereas the District and the City desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code Section 81160,

Now and therefore, in consideration of the conditions, covenants, terms, agreements, and recitals contained herein, it is mutually agreed as follows:

Article II – Classes

The courses of instruction and the outlines of record for such courses are described as but limited to:

- A. Administration of Justice**
- B. POST Classes**

These courses have been certified through the State California Commission on Peace Officer Standards and Training (POST) and approved by the District's curriculum committees as meeting Title 5 course standards and the courses have been approved by the Board of Trustees. Numbers of class hours are sufficient to meet performance objectives. Students may withdraw prior to completion of course or program:

Article III – Responsibilities of the District

A. Instruction and Curriculum

1. The District is responsible for obtaining certification verifying that the instructional activity to be conducted will not be fully funded by other sources.
2. The District will provide approved college curriculum for use in instruction provided under this agreement.
3. The District has the primary right to control and direct the activities of the instructional staff furnished by the City.
4. District will register students and these records shall be available for review at all times.
5. Enrollment in the course(s) must be open to any person who has been admitted to the College/District and has met any applicable prerequisites (Title 5 Sections 51006 and 58106).
6. The District policy on open enrollment is published in the college catalogue, schedule of classes, and any addenda to the schedule of classes along with a description of the course and information about whether the course is offered for credit and is transferable (Title 5 Sections 51006 and 55005).
7. Degree and certificate programs are approved by the State Chancellor's Office and courses that make up the programs are part of the approved programs, or the College/District has received delegated authority to separately approve those courses locally.
8. Records of student attendance and achievement will be maintained by the District. Records will be open for review at all times by officials of the College/District and submitted on a schedule developed by the District.
9. Instruction to be claimed for apportionment under this Agreement is under the immediate supervision and control of an employee of the District who has met the minimum qualifications for instruction in vocational subject for a California Community College (Title 5, Section 58058).

10. Where the City's Instructor is not a paid employee of the District, the District shall demonstrate control through such actions as providing the instructor with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.
11. The District shall provide the City with list of minimum qualifications for instructors teaching the courses covered by this Agreement and that the qualifications are consistent with requirements in other similar courses given at the District.

Article IV – Responsibilities of City

A. Instruction and Curriculum

1. All courses are open to enrollment by any student who has been admitted to the District subject to facility or other proper limitations on enrollment.
2. The City will maintain current accurate records of student attendance and progress, and consents to inspection by authorized representatives of the District, the California Community College Board of Governors, the Bureau of School Approval and other persons or entities as required by law.
3. All courses under this Agreement will meet applicable State Criteria and standard and/or approval.
4. The City shall organize and provide class schedules, monitor students, maintain records of work experience education and be responsible for apprentice evaluation and counseling regarding on-site work experience.
5. The City will provide instruction for students using approved curriculum provided by the District.
6. The City will require instructors to complete any training mandated by the State of California for instructor credentialing.
7. The City will provide but not be limited to guest lecturers, equipment, materials, day-to-day management support and other related services necessary to conduct these continuing education classes.
8. Where the instructor is not a paid employee of the District, the City instructor will meet the appropriate qualifications as determined by the Rio Hondo Community College District. The District has the primary right to control and direct the instructional activities of the instructor. NOTE: The District will demonstrate control and direction through such actions as providing the instructor with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus. (Instructor may be required to sign a separate contract stating that the District has primary right to control and direct the instructor's activities as they relate to this Agreement).
9. The City shall provide clerical support to maintain training records.
10. The City shall assist the District with student registration procedures, associated paperwork, and other support services to adequately manage and control the course curricula and **City of Pomona – Police Department** student population.

11. The City shall provide funds for and administer instructor workshops. The City's financial resources are adequate to ensure operation for the duration of this Agreement, and the City on a basis of sound administrative policies and adhere to Rio Hondo Community College District's compliance with State Regulations: Titles VI and 1964; Title IX of the Education Amendments of 1972; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and the Age Discrimination Act of 1990, and does not discriminate on the basis of race religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, gender, age, ethnic group identification, sexual orientation or status as a Vietnam-era veteran, in any of its policies, procedures, or practices.
12. City shall employ instructional aids. Such personnel will be responsible for assisting instructors and placing all classroom equipment and materials in the training areas when needed by the instructors. They will assist the instructors in the restoring of the classroom area to a neat and orderly condition and in the return of equipment, and surplus materials to the proper storage areas after classes.
13. The City and all of the City's employees or agents shall secure and maintain in force such licenses and permits that are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

B. Facilities, Equipment and Supplies

1. District shall provide and maintain its own training facilities and **CITY OF POMONA - POLICE DEPARTMENT** shall provide and maintain classroom space at its various facility locations for use as off-campus sites by the District for mutually agreed upon courses.
2. If said facilities are off-campus, they are hereby designated as off-campus facilities pursuant to Labor Code Section 3074.
2. Courses must be held at facilities which are clearly identified as being open to the general public (Title 5, Section 58051.5). Exception; some in-service training courses may be conducted on sites/installations that may require a Department of Defense Secret and/or Top Security Clearance which will limit enrollment to **CITY OF POMONA - POLICE DEPARTMENT** employees only and not to the general public due to national security requirements.
3. If the classes are to be located outside the boundaries of the District, the District must comply with the requirement of Title 5, Sections 55230 through 55232 concerning approval by adjoining high school or community college districts and use of non-district facilities.
4. **CITY OF POMONA - POLICE DEPARTMENT** physical facilities meet requirements for state and local safety and health regulations and its equipment and instructional materials are adequate and suitable for the courses offered and the number of students in attendance.
5. **CITY OF POMONA - POLICE DEPARTMENT** shall provide instructional supplies and materials.

Article V – General Provisions

- A. This Agreement shall commence with the regular school term starting July 19, 2007 and ending June 30, 2012.
- B. This Agreement may be terminated by the other party providing a minimum sixty (60) Days written notice of their intent to terminate or not to renew the agreement. Renewal is subject to the terms of Paragraph V.H. below.
- C. It is agreed that the City or any employee or agent of the City is acting as an independent City and not as an agent or employee of the District. The City shall be solely responsible for the salaries and other benefits including Liability Insurance, Workers' Compensation Insurance and or any other insurance coverage for personnel and students.
- D. Neither the District nor the City receives full funding for the instruction from the State or other sources. It is the intent of this Agreement that the District and the City combine their resources to provide the instruction that would not have been possible but for the combination of resources. The funds received/paid by either party under this Agreement must be more than a trivial amount used to augment the instruction program.
- E. The District shall pay the City on a regular basis. The City shall submit and certify monthly statements and billings to the District on the last day of each month for which contracted instruction is given, including a daily tally of certified training attendance hours by individual student enrollment utilizing the College/District Attendance and Training Report Forms. The per-student amount shall not exceed the total direct and indirect costs to provide the same training in the District. There shall be no additional tuition charged for any program included in the Agreement. Students must be certified to the District for attendance purposes during the preceding month at the City's place of instruction, be in good standing at the College/District, and demonstrate satisfactory progress in the coursework.
- F. **The District will split credit and/or non-credit apportionment revenue received for this program from the State whereby 30% will go to the CITY OF POMONA - POLICE DEPARTMENT and 70% will go to the District.**
- G. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the City without the prior written consent of both parties.
- H. When the following conditions exist, this Agreement may be cancelled by either said party hereto upon giving notice referred to in Paragraph V.B., above. Such notice shall be personally served or given in the United States Mail.
 - 1. Emergency conditions resulting from acts of GOD.
 - 2. Non-performance of the terms of this Agreement
- I. It is agreed that the District will not withhold any Federal or State income tax from payment made pursuant to this contract, but will provide the City with a statement of earnings at the end of each calendar year.

- J. The City certifies that the City is aware of the laws of the State of California requiring employers to be insured against liability for Worker's Compensation. The City shall provide workers' compensation and professional liability insurance or self-insure its services.
- K. The City shall indemnify, and hold harmless the District and its agents, servants and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of action of whatsoever kind, nature or sort arising out of, or in any manner connected with the performance by the City of any services hereunder, and the City shall assume full responsibility for payments of Federal, State, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and income tax law, or any disability or unemployment law, or retirement contributions of any sort whatever, concerning the City or any employee or agent thereof, and shall further indemnify and hold harmless the District of and from any such payment or liability arising out of or in any manner connected with the City's performance under this agreement, except to the extent caused by the negligent or wrongful acts or omissions of the District, its employees or agents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written below.


DISTRICT

Rio Hondo Community College District
3600 Workman Mill Road
Whittier, CA 90601

CITY

City of Pomona – Police Department
490 w. Mission
Pomona, CA 91766

Signed _____
Teresa Dreyfuss
Vice President, Finance and Business

Signed  7-11-07
Joseph Romero Jr.
Chief of Police

Date _____

Date _____

RHC Board Approval: _____

Employer Identification Number (EIN)